

EXHIBIT 36

**C L I F F O
C H A N C E**

LIMITED LIABILITY PARTNERSHIP

Execution Copy

AMENDMENT AGREEMENT

dated *Deutsche* 7 **NOVEMBER 2005**

between

**HERON QUAYS (HQ2) T1 LIMITED and
HERON QUAYS (HQ2) T2 LIMITED**
each acting as trustee for and on behalf of
HQCB Properties (HQ2) Limited
as the HQ2 Borrowers

AIG FINANCIAL PRODUCTS CORP.
as HQ2 Facility Provider

DEUTSCHE TRUSTEE COMPANY LIMITED
as Securitisation Trustee

and

CANARY WHARF LIMITED
as Cash Manager

**RELATING TO THE HQ2 MASTER DEFINITIONS
AGREEMENT DATED 21 FEBRUARY 2002**

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SCHEDULE

Restated Agreement

21st February, 2002

RESTATED HQ2 MASTER DEFINITIONS AGREEMENT

relating to

all documents entered into in connection with

the HQ2 Facility Agreement between Heron Quays (HQ2) T1 Limited and Heron Quays (HQ2) T2 Limited as Borrowers, AIG Financial Products Corp. as HQ2 Facility Provider, Deutsche Trustee Company Limited as Securitisation Trustee and Canary Wharf Limited as Cash Manager

HQ2 MASTER DEFINITIONS AGREEMENT

In any agreement or deed expressly and specifically incorporating by reference this HQ2 Master Definitions Agreement or the terms defined herein, the following expressions shall, except where the context otherwise requires and where otherwise defined therein, have the following meanings and be construed as follows:

References to any document shall include reference to such document or agreement as varied, supplemented or replaced from time to time.

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement except and to the extent (if any) that this Agreement expressly provides for such Act to apply to any of its terms.

This HQ2 Master Definitions Agreement is governed by and shall be construed in accordance with English law and may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

1 Unless the contrary intention appears, a reference to:

- 1.1 **"affiliate"** means, in relation to any specified person, any other person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the specified person (and **"control"** for the purposes of this definition means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise and **"controlling"** and **"controlled"** shall be construed accordingly);
- 1.2 **"assets"** includes present and future properties, revenues and rights of every description;
- 1.3 an **"authorisation"** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration;
- 1.4 a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.5 a provision of a law is a reference to that provision as amended or re-enacted;
- 1.6 a Clause or a Schedule is a reference to a clause of or a schedule to the relevant documents;
- 1.7 a person includes its successors and assigns;
- 1.8 an action, remedy or method of judicial proceedings for the enforcement of creditors rights includes references to the action, remedy or method of judicial proceedings in jurisdictions other than England as shall most nearly approximate thereto;

1.9 a Transaction Document or another document is a reference to that Transaction Document or that other document as amended, novated or supplemented; and

1.10 a time of day is a reference to London time.

Unless the contrary intention appears, a term used in any other Transaction Document or in any notice given under or in connection with any Transaction Document has the same meaning in any agreement or deed to which this HQ2 Master Definitions Agreement applies as it has in that Transaction Document or notice.

The index to and the headings in this Agreement are for convenience only and are to be ignored in construing any agreement or deed to which this HQ2 Master Definitions Agreement applies.

"AIG Guarantee" means the guarantee dated on or about the date of this Agreement by the AIG Guarantor in favour of the HQ2 Borrowers in respect of the obligations of the HQ2 Facility Provider under the HQ2 Facility Agreement.

"AIG Guarantor" means American International Group, Inc.

"Agreement for Lease" means the agreement for lease dated 30th March, 2001 originally made between Heron Quays Properties Limited (1) Canary Wharf Group plc (2) Lehman Brothers Limited (3) and Lehman Brothers Holdings Inc. (4) in respect of the development and leasing of the Building as restated and amended.

"Authorised Guarantor" means the Initial HQ2 Tenant and the Initial Surety in its capacity as a guarantor under or of any authorised guarantee agreement which come into effect on an assignment of any of the Initial HQ2 Lease Documents by the Initial HQ2 Tenant in accordance with Clause 4.21.2(b) of the Lease or any equivalent clause in the Initial HQ2 Lease Documents.

"Beneficiary" means HQCB and its successors in title from time to time.

"Borrower Security" means the security granted in favour of the HQ2 Facility Provider by the HQ2 Borrowers pursuant to Clause 3.4 of the HQ2 Borrower Deed of Charge, by the Charging Sub-Borrower pursuant to Clause 3.3 of the HQ2 Borrower Deed of Charge, by the Intermediate Borrower pursuant to Clause 3.2 of the HQ2 Borrower Deed of Charge or, as the case may be, by HQCB pursuant to the Supplemental HQ2 Borrower Deed of Charge.

"Business Day" means a day (other than a Saturday or Sunday or a Jewish Holy Day listed in Schedule 8 to the Intercompany Loan Agreement) on which banks are generally open for business in London.

"Charging Sub-Borrower" means HQCB Properties (HQ2) Limited (registered in England and Wales no. 4290530).

"Charging Sub Borrower Charged Property" means the property described in Clause 3.3 of the HQ2 Borrower Deed of Charge (or any part thereof) and all other securities and loans and capital monies and investments representing the same which at any time shall or ought pursuant to any provision of the HQ2 Borrower Deed of Charge to be assigned by way of security in favour of the HQ2 Facility Provider as security for the HQ2 Borrower Obligations.

"Closing Date" means 21st February, 2002.

"Composite Debenture" means the composite debenture dated 6 June 2000 as amended and supplemented by the Supplemental Composite Debenture dated 12 June, 2001 and by the Supplemental Composite Debenture dated on or about the date hereof and made between, among others, Canary Wharf Finance II plc and the Securitisation Trustee.